

1. MERCHANT INFORMATION E-COMMERCE / MOTO MERCHANT PROCESSING APPLICATION & AGREEMENT

LEGAL NAME OF BUSINESS / IRS FILING NAME (MUST MATCH IRS RECORD)				DBA (DOING BUSINESS AS)	
LOCATION / SITE ADDRESS		CITY	STATE	ZIP CODE	COMPANY WEBSITE ADDRESS (URL)
MAILING ADDRESS (IF DIFFERENT FROM LOCATION)		CITY	STATE	ZIP CODE	COMPANY E-MAIL ADDRESS
COMPANY PHONE #	DESCRIPTOR PHONE # (E-COMMERCE or MOTO)	MOBILE PHONE #	FAX #	CONTACT NAME	TITLE
TAX ID	<input type="checkbox"/> I CERTIFY THAT I'M A FOREIGN ENTITY/NONRESIDENT ALIEN IF CHECKED, PLEASE ATTACH IRS FORM W-8		NOTE: FAILURE TO PROVIDE ACCURATE INFORMATION MAY RESULT IN A WITHHOLDING OF MERCHANT FUNDING PER IRS REGULATIONS (SEE PROGRAM GUIDE PART IV, SECTION A.4 FOR DETAILS)		
BUSINESS TYPE <input type="radio"/> PARTNERSHIP <input type="radio"/> PUBLIC CORP. <input type="radio"/> TAX EXEMPT CORP. <input type="radio"/> SOLE PROPRIETORSHIP <input type="radio"/> PRIVATE CORP. <input type="radio"/> LIMITED LIABILITY COMPANY			STATE FILED		BUSINESS START DATE (MM / DD / YYYY)
HAS THIS BUSINESS OR ANY ASSOCIATED PRINCIPAL BEEN TERMINATED AS A VISA / MASTERCARD / AMEX / DISCOVER NETWORK MERCHANT?		<input type="radio"/> YES <input type="radio"/> NO		HAS MERCHANT OR ANY ASSOCIATED PRINCIPAL DISCLOSED BELOW FILED BANKRUPTCY OR BEEN SUBJECT TO AN INVOLUNTARY BANKRUPTCY? <input type="radio"/> YES > PROVIDE DATE, IF "YES" (MM / DD / YYYY) <input type="radio"/> NO	
DO YOU CURRENTLY ACCEPT VISA/MC/AMEX/DISCOVER NETWORK? (IF "YES", YOU MUST SUBMIT 3 MOST CURRENT MONTHLY STATEMENTS)		<input type="radio"/> YES <input type="radio"/> NO		YOUR PREVIOUS CARD PROCESSOR REASON TO CHANGE <input type="checkbox"/> RATES <input type="checkbox"/> SERVICE <input type="checkbox"/> OTHER TERMINATED (MM / DD / YYYY)	
MERCHANT SELLS: (SPECIFY PRODUCT, SERVICE AND/OR INFORMATION)		DO YOU USE ANY THIRD PARTY TO STORE, PROCESS OR TRANSMIT CARDHOLDER'S DATA? <input type="radio"/> YES > IF "YES", NAME OF COMPANY, ADDRESS AND PHONE <input type="radio"/> NO			
REFUND POLICY FOR VISA / MASTERCARD / AMEX / DISCOVER NETWORK SALES		<input type="radio"/> REFUND WILL BE GRANTED TO A CUSTOMER AS FOLLOWS > <input type="radio"/> VISA / MC / AMEX / DISCOVER NETWORK CREDIT > <input type="radio"/> 0-3 DAYS <input type="radio"/> 8-14 DAYS <input type="radio"/> NO REFUND. ALL SALES FINAL (MERCHANT MUST NOTIFY CUSTOMERS) <input type="radio"/> EXCHANGE <input type="radio"/> 4-7 DAYS <input type="radio"/> OVER 14 DAYS <input type="radio"/> STORE CREDIT			

2. OWNERSHIP INFORMATION (LIST PRINCIPALS NAMES THAT OWN COMBINED AT LEAST: 51% FOR CORPORATIONS, 100% FOR PARTNERSHIPS.)

PRINCIPAL NAME (FIRST, ML, LAST)				TITLE		OWNERSHIP (%)		DATE OF BIRTH (MM / DD / YYYY)	
1)									
HOME ADDRESS			CITY		STATE	ZIP CODE	HOME PHONE #		
SOCIAL SECURITY #	DRIVERS LICENSE #	DR.LIC. STATE/EXP DATE	EMAIL			PERSONAL RESIDENCE		<input type="radio"/> OWN FOR HOW LONG? <input type="radio"/> RENT ____ YRS. ____ MO.	
PRINCIPAL NAME (FIRST, ML, LAST)				TITLE		OWNERSHIP (%)		DATE OF BIRTH (MM / DD / YYYY)	
2)									
HOME ADDRESS			CITY		STATE	ZIP CODE	HOME PHONE #		
SOCIAL SECURITY #	DRIVERS LICENSE #	DR.LIC. STATE/EXP DATE	EMAIL			PERSONAL RESIDENCE		<input type="radio"/> OWN FOR HOW LONG? <input type="radio"/> RENT ____ YRS. ____ MO.	

3. TRADE REFERENCE

VENDOR	ACCOUNT #	CONTACT NAME	PHONE #

4. CREDIT / DEBIT AUTHORIZATION

BANK NAME _____ BANK ROUTING # _____ BANK ACCOUNT # _____	MERCHANT hereby authorizes SERVICERS in accordance with this MERCHANT Processing Agreement to initiate debit/credit entries to MERCHANT'S checking account, as indicated below. The authority is to remain in full force and effect until (a) SERVICERS have received written notification from a MERCHANT of its termination in such a manner as to afford SERVICERS reasonable opportunity to act on it; and (b) all obligations of MERCHANT to SERVICERS that have arisen under this Agreement have been paid in full. This authorization extends to such entries in such account concerning processing fees, lease, and rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees, and amounts due for supplies and materials.
> MUST ATTACH VOIDED CHECK FROM THIS ACCOUNT	

5. TRANSACTION INFORMATION

FINANCIAL DATA

AVERAGE COMBINED MONTHLY VISA/MC/DISCOVER/AMEX VOLUME \$ _____

AVERAGE VISA / MC / AMEX / DISCOVER NETWORK TICKET \$ _____

HIGHEST TICKET AMOUNT \$ _____

☐ SEASONAL? > HIGHEST VOLUME MONTHS OPEN \$ _____

> CHECK APPLICABLE MONTHS BELOW

☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC

VISA / MASTERCARD / AMEX / DISCOVER NETWORK INFORMATION

MERCHANT TYPE

- ☐ RETAIL OUTLET
- ☐ RESTAURANT/FOOD
- ☐ LODGING
- ☐ HOME BUSINESS, TRADE FAIRS
- ☐ OUTSIDE SALES/SERVICE, OTHER, ETC.
- ☐ MAIL/TELEPHONE ORDER ONLY
- ☐ INTERNET
- ☐ HEALTH CARE

NETWORK PROFILE (VISA/MC/AMEX/DISCOVER)

SWIPE CREDIT CARDS _____%

KEYED CREDIT CARDS _____%

MO/TO _____%

INTERNET _____%

TOTAL 100 %

MERCHANT RECEIVES IMPRINT ON KEYED TRANSACTIONS ☐ YES ☐ NO

MAIL / TELEPHONE ORDER / BUSINESS TO BUSINESS INFORMATION (ALL QUESTIONS MUST BE ANSWERED BY APPLICABLE TYPE OF MERCHANTS)

WHAT % OF TOTAL SALES REPRESENT BUSINESS TO BUSINESS (VS. BUSINESS TO CONSUMER) B2B _____ % + B2C _____ % = 100% TOTAL SALES

WHAT % OF CREDIT/DEBIT CARD SALES REPRESENT BUSINESS TO BUSINESS (VS. BUSINESS TO CONSUMER) B2B _____ % + B2C _____ % = 100% TOTAL SALES

WHAT IS THE TIME FROM TRANSACTION TO DELIVERY? (% OF ORDERS DELIVERED IN DAYS)

0 - 7 DAYS _____ %

+ 8 - 14 DAYS _____ %

+ 15 - 30 DAYS _____ %

+ OVER 30 DAYS _____ %

TOTAL 100 % DELIVERED

VISA/MASTERCARD/AMEX/DISCOVER NETWORK SALES ARE DEPOSITED ON (CHECK ONE)

- ☐ DATE OF ORDER
- ☐ DATE OF DELIVERY
- ☐ OTHER _____

WHO PERFORMS PRODUCT/SERVICE FULFILLMENT?

- ☐ DIRECT
- ☐ VENDOR (PROVIDE NAME/ADDRESS/PHONE) _____
- ☐ OTHER _____

DO YOU OWN THE PRODUCT / INVENTORY ☐ YES ☐ NO

IS THE PRODUCT STORED AT YOUR BUSINESS LOCATION ☐ YES ☐ NO

IF NO, WHERE IS IT STORED _____

PRODUCT SHIPPED BY: ☐ US MAIL ☐ OTHER _____

DELIVERY RECEIPT REQUESTED ☐ YES ☐ NO

ADVERTISING METHOD(S): CHECK ALL THAT APPLY

☐ NEWSPAPERS ☐ INTERNET ☐ OTHER

☐ MAGAZINE ☐ RADIO

☐ YELLOW PAGES ☐ TV

REQUIRED: ATTACH MARKETING MATERIALS FOR ALL MAIL ORDER, B2B, INTERNET BUSINESSES WITH OVER \$1MILLION IN ANNUAL VOLUME. ATTACH WEB PAGE PRINTOUT FOR INTERNET MERCHANTS.

PERCENTAGE OF PRODUCTS SOLD VIA

TELEPHONE ORDERS _____% MAIL/FAX ORDERS _____% INTERNET ORDERS _____% OTHER _____%

WHO ENTERS CREDIT CARD INFO INTO THE PROCESSING SYSTEM

- ☐ MERCHANT ☐ CONSUMER
- ☐ FULFILLMENT CENTER ☐ OTHER _____

IF CREDIT CARD INFO IS TAKEN OVER THE INTERNET, IS THE PAYMENT CHANNEL ENCRYPTED BY SSL OR BETTER ☐ YES ☐ NO

6. SITE INSPECTION & BUSINESS INFO

ZONE ☐ COMMERCIAL ☐ INDUSTRIAL ☐ RESIDENTIAL

APPROX. SIZE, (SQUARE FOOTAGE) ☐ 0-500 SqFt ☐ 501-2000 SqFt ☐ 2001+ SqFt

MERCHANT LOCATION ☐ SHOPPING CENTER ☐ RESIDENCE ☐ OFFICE BUILDING ☐ MOBILE ☐ SEPARATE BUILDING ☐ OTHER: _____

THE MERCHANT ☐ OWNS ☐ RENTS ☐ LEASES THE BUSINESS PREMISES

LANDLORD NAME

LANDLORD PHONE #

I HEREBY CERTIFY THAT I HAVE PHYSICALLY INSPECTED THE BUSINESS PREMISES OF THE MERCHANT AT THIS ADDRESS AND THE INFORMATION STATED ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SIGNATURE

INSPECTED BY (PRINT NAME)

DATE (MM/DD/YYYY)

7. EQUIPMENT

PAYMENT GATEWAY > _____ 3rd PARTY PROCESSOR > _____

SOFTWARE	> APPLICATION	VERSION #	<input type="radio"/> NEW	<input type="radio"/> RENT	<input type="radio"/> LEASE	<input type="radio"/> EXISTING
CHECK READER	> MODEL	QNTY	<input type="radio"/> NEW	<input type="radio"/> RENT	<input type="radio"/> LEASE	<input type="radio"/> EXISTING
TERMINAL	> MODEL	QNTY	<input type="radio"/> NEW	<input type="radio"/> RENT	<input type="radio"/> LEASE	<input type="radio"/> EXISTING
PIN-PAD	> MODEL	QNTY	<input type="radio"/> NEW	<input type="radio"/> RENT	<input type="radio"/> LEASE	<input type="radio"/> EXISTING
MISCELLANEOUS	> MODEL	QNTY	<input type="radio"/> NEW	<input type="radio"/> RENT	<input type="radio"/> LEASE	<input type="radio"/> EXISTING
OTHER	> MODEL	QNTY	<input type="radio"/> NEW	<input type="radio"/> RENT	<input type="radio"/> LEASE	<input type="radio"/> EXISTING

LEASE COMPANY: FIRST DATA GLOBAL LEASING

LEASE TERM _____ + ANNUAL TAX HANDLING FEE: \$10.20.

NOTE: THIS IS NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.

TOTAL MONTHLY LEASE CHARGE \$ _____ WITHOUT TAXES, FEES OR OTHER CHARGES THAT MAY APPLY, SEE LEASE AGREEMENT IN PROGRAM GUIDE FOR DETAILS.

8. NETWORK ACCEPTANCE

ACCEPT ALL VISA / MASTERCARD / AMERICAN EXPRESS / DISCOVER NETWORK TRANSACTIONS (PRESUMED, UNLESS ANY SECTION BELOW ARE CHECKED)

- ☐ ACCEPT VISA CREDIT TRANSACTIONS ONLY ☐ ACCEPT MASTERCARD CREDIT TRANSACTIONS ONLY ☐ ACCEPT DISCOVER NETWORK CREDIT TRANSACTIONS ONLY
- ☐ ACCEPT VISA NON-PIN DEBIT TRANSACTIONS ONLY ☐ ACCEPT MASTERCARD NON-PIN DEBIT TRANSACTIONS ONLY ☐ ACCEPT DISCOVER NETWORK NON-PIN DEBIT TRANSACTIONS ONLY
- ☐ ACCEPT AMERICAN EXPRESS CREDIT TRANSACTIONS ONLY

9. SCHEDULE OF CHARGES / FEES PAYMENT NETWORK INTERCHANGE COST WILL BE CHARGED IN ADDITION TO:

DISCOUNT RATES:	QUALIFIED RATE (ELECTRONIC *)	AUTHORIZATION FEE	QUALIFIED RATE is assessed when your transactions meet certain criteria set by the applicable Association and Processor. When your Card transactions fail to meet those qualification criteria, we will process your transactions at the higher mid-qualified discount rate of _____% + \$ _____ or in certain circumstances, at a non-qualified discount rate (Standard*) of _____% + \$ _____, both rates are a surcharge to the qualified rate.	GATEWAY / VT:
VISA	_____ %	\$ _____	CHARGEBACK SOLUTIONS: <input type="checkbox"/> CHARGEBACK ALERTS / PER ALERT \$ 30.00 <input type="checkbox"/> ONLINE RESPONSE / PER MONTH \$ 49.00 <input type="checkbox"/> REPRESENTMENT SERVICES 50.00 %	_____ GATEWAY MONTHLY FEE \$ _____
MASTERCARD	_____ %	\$ _____		_____ GATEWAY PER ITEM FEE \$ _____
DISCOVER NETWORK	_____ %	\$ _____		_____ ADD VIRTUAL TERMINAL <input type="checkbox"/> YES
AMERICAN EXPRESS CREDIT	_____ %	\$ _____		WIRELESS OR REMOTE™:
SIGNATURE DEBIT	_____ %	\$ _____		SETUP FEE \$ _____
OTHER	_____ %	\$ _____	TRANSACTION FEE \$ _____	
<input type="checkbox"/> EXISTING AMEX SE # _____			MONTHLY FEE \$ _____	

ERR:	QUALIFIED RATE	NON-QUALIFIED SURCHARGE	AUTHORIZATION FEE
<input type="checkbox"/> VISA / MC / DISCOVER	_____ %	_____ %	\$ _____
<input type="checkbox"/> AMERICAN EXPRESS CREDIT	_____ %	_____ %	\$ _____

DEBIT:	MISCELLANEOUS :
MONTHLY ACCESS FEE \$ 10.00	<input type="checkbox"/> WEB/G2 MONTHLY MONITORING FEE \$ 250.00
CASH BACK \$ _____ MAX	<input type="checkbox"/> EIDS MONTHLY FEE \$ 10.00
AUTHORIZATION/TRANSACTION FEE \$ _____ + NETWORK FEES + _____ %	<input type="checkbox"/> MERCHANT CLUB \$ 15.00
OTHER FEE \$ _____	MINIMUM MONTHLY DISCOUNT \$ 35.00
EBT:	APPLICATION FEE \$ _____
FCS # _____	SERVICE FEE \$ 10.00
AUTHORIZATION / TRANSACTION FEE \$ _____	

OTHER FEES: Returned Item Fee \$25 (charged if NMC attempted to debit the bank account for discounts or other fees and receives a rejection due to funds being unavailable at that time); Decline Fee – An amount equal to the Authorization Fee amount and charged per item declined; Binlca Fee 0.05%; TIN/TFN invalid monthly fee: \$19.95. Monthly Compliance Fee \$3.96; PCI Annual Compliance Fee \$69.95; PCI NON-Compliant Monthly Fee \$35.00 (does not affect your compliance responsibilities and obligations associated with your merchant account). Early Termination Fee (ETF) – shall be: (a) the average monthly processing fees charged to You for the previous 12 months (or such shorter time if You have processed for less than 12 months) multiplied by the remaining months of the Agreement, or (b) \$575, whichever is greater; Annual Fee \$99. A Capture per item fee of \$0.1073 is assessed on each bankcard transaction; Monthly Regulatory Fee \$4.95; Voice Referral Authorization Fee \$3.50; IVR Voice authorization Fee \$1.50. If applicable, you may be charged additional pass through card brand fees. See a description of card brand fees here: <http://www.nationalmerchant.com/pdf/CardBrandFeeDescription.pdf>

10. SIGNATURES

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide (NMC1804-M) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-10), and by this reference incorporated herein. **(Program Guide can be downloaded from <http://www.nationalmerchant.com/PDF/ProgramGuideNMC1804M.pdf>).** Client expressly acknowledges and certifies that Client has read the said Program Guide, and Client agrees to be bound by its terms including but not limited to the early termination fee provision. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number of if Client has previously registered on a Do Not Call list of requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronics mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 4, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement as Section 34, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. Client authorizes National Merchant Center ("NMC") and Wells Fargo Bank, N.A. (a member of Visa USA, Inc. and MasterCard International, Inc) ("Bank") and their agents to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies names in this Merchant Processing Application. Client authorizes NMC and BANK and their agents (a) to procure information from any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. It is our policy to obtain certain information in order to verify your identity while processing your account application. The individual who signs this Agreement has authority to do so and to bind its Establishment to the terms and conditions of this Agreement. You further represent that you are authorized to sign and enter into this Agreement on behalf of your establishment, subsidiaries and affiliates.



You further acknowledge and agree that you will not use your merchant account and/or Service for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transaction in certain jurisdictions pursuant to 31 CRF part 500 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC)



Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by NMC and Bank. Client's Business Principal(s) / Officer(s):

	_____	_____	_____	_____
	MERCHANT PRINCIPAL 1 SIGNATURE	TITLE	PRINT NAME	DATE (MM/DD/YYYY)
	_____	_____	_____	_____
	MERCHANT PRINCIPAL 2 SIGNATURE	TITLE	PRINT NAME	DATE (MM/DD/YYYY)

PERSONAL GUARANTEE

The undersigned guarantees to NMC and Wells Fargo Bank, N.A. (a member of Visa USA, Inc. and MasterCard International, Inc) ("Bank") the performance of this Agreement, and/or Equipment Lease Agreement, if applicable and any addendum thereto by Client, and in the event of default, hereby waives Notice of Default and agrees to indemnify the other parties, including payment due and owing and costs associated with enforcement of the terms thereof. NMC and Bank shall not be required to prior proceed against Client or enforce any other remedy before proceeding against the undersigned individual. This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of NMC and Bank. The term of this guarantee shall be for the duration of the Merchant Processing Application and Merchant Terms and Conditions Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur in connection with my activities during the term thereof through enforcement shall be sought subsequent to any termination.

	_____	_____	_____	_____
	SIGNATURE	PRINT NAME OF GUARANTOR	DATE (MM/DD/YYYY)	
	_____	_____	_____	_____
	SIGNATURE	PRINT NAME OF GUARANTOR	DATE (MM/DD/YYYY)	

ACCEPTED BY NATIONAL MERCHANT CENTER		WELLS FARGO BANK, N.A., (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC) 1200 MONTEGO WAY, WALNUT CREEK, CA 94598	
	_____		_____
	ISO SIGNATURE		SIGNATURE
	DATE (MM/DD/YYYY)		DATE (MM/DD/YYYY)
	TITLE		TITLE

CONFIRMATION

NMC-1804-M

Please read the Merchant Processing Program Guide in its entirety. It describes the terms under which we will provide merchant processing services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. Your discount rates are assessed on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa and Discover Network. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 19 of the Card Processing Program Guide).
2. We may debit your bank account from time to time for amounts owed to us under the Agreement.
3. There are many reasons why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargeback's, see Section 10.
4. If you dispute any charge or funding, you must notify us within 45 days of the date of the statement where the charge or funding appears or should have appeared.
5. The Agreement limits our liability to you. For a detailed description of the limitation of liability see Section 21.
6. We have assumed certain risks by agreeing to provide you with Card processing. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Section 24, Term; Events of Default and Section 25, Reserve Account; Security Interest).
7. By executing this Agreement with us you are authorizing us to obtain financial and credit information regarding your business and the signer and guarantors of the Agreement until all your obligations to us are satisfied.
8. The Agreement contains a provision that in the event you terminate the Agreement early, you may be responsible for the payment of early termination fees as set forth in Section 36, Additional Fee Information.
9. If you lease equipment from Processor, it is important that you review Section 35 in Third Party Agreements. This lease is a non-cancelable lease for the full term indicated.

10. Association Disclosure

Visa and MasterCard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is 1200 Montego Way, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant.
- b) The Bank must be a principal (signer) to the Merchant Agreement.
- c) The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the Merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

- a) Ensure compliance with cardholder data security and storage requirements.
- b) Maintain fraud and chargebacks below Association thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Association rules.

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it received the complete Program Guide (Version NMC1804-M) consisting of 33 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

Client understands that a copy of the Program Guide is also available for downloading from the Internet at:

<http://www.nationalmerchant.com/PDF/ProgramGuideNMC1804M.pdf>

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED AND, IF MADE, ANY SUCH ALTERATIONS OR STRIKE - OUTS SHALL NOT APPLY.



CLIENT'S BUSINESS PRINCIPAL SIGNATURE

TITLE

DATE (MM/DD/YYYY)

PRINT NAME